



**Order under Subsection 87(1)  
Residential Tenancies Act, 2006**

Citation: Ana Moore Group Inc v Gary Taylor, 2023 ONLTB 33253

Date: 2023-05-02

File Number: LTB-L-054474-22

In the matter of: 204, 56 DONALD ST  
BARRIE ON L4N1E3

Between: Ana Moore Group Inc

Landlord

And

Gary Taylor

Tenant

Ana Moore Group Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Gary Taylor (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 12, 2023.

Only the Landlord's agent, Tiffany McGowan, attended the hearing.

As of 10:14 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Preliminary issue:

1. The Landlord served the Tenant with an N4 notice of termination of tenancy on September 7, 2022. On page 1 of the N4 notice, the Landlord claimed \$15,200.00 in rent arrears. On the second page of the N4 notice, the Landlord also claimed total rent owing of \$15,200.00, but it did not set out all of the rental periods for which rent was owing. The N4 notice only set out that \$1,900.00 was owing for the months of July, August, and September 2022, which totals \$5,700.00. The N4 notice did not set out which periods the balance claimed was owing for, including how much was charged and how much was paid for those periods.
2. Under section 59 of the Residential Tenancies Act, 2006 (the 'Act'), an N4 notice must correctly set out the amount of rent due and that the Tenant can void the N4 notice by paying that amount by the termination date set out in the notice. I find that the N4 notice was confusing, and did not clearly set out the rent due, because it does not identify all of the periods for which the rent claimed was due.



The periods the rent was due and what was charged and what was paid for the relevant periods, was not specified for \$9,500.00 of the \$15,200.00 in arrears claimed.

3. The N4 is therefore invalid and cannot form the basis for an order terminating the tenancy. The Landlord elected to proceed with the hearing to seek an order for payment of the rent arrears, but not termination of the tenancy.

Determinations:

4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The Tenant did not pay the total rent they were required to pay for the period from February 1, 2022 to April 30, 2023.
6. The lawful rent is \$1,900.00. It is due on the 1st day of each month.
7. \$15,200.00 in rent arrears was owing at the time the application was filed on September 22, 2022. \$13,300.00 in rent has come due since the application was filed (7 months at \$1,900.00 per month).
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to April 30, 2023 are \$28,500.00
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$28,686.00. This amount includes rent arrears owing up to April 30, 2023 and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before May 13, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 14, 2023 at 6.00% annually on the balance outstanding.

May 2, 2023  
Date Issued

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Mark Melchers  
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor Toronto  
ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.